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# **Exhibit A:**

August 23, 2022 Contract

**CREWFACILITIES.COM VENDOR AGREEMENT**

THIS AGREEMENT, for the purpose of booking accommodations, is entered into between CrewFacilities.com (hereinafter referred to as "C-Fac") and Springhill Suites Chester hereinafter ("Facility Owner"), collectively the ("Parties").

Facility Name: SpringHill Suites Chester - Chester VA 12301

Street Address: 12301 Redwater Creek Rd.,

City/State/Zip Code: Chester, VA 23831

**Term**

THIS AGREEMENT commences on 08 / 23 / 2022, and shall endure for a twelve (12) month period. C-Fac agrees to book rooms at the facility on behalf of its clients who may hereinafter be referred to as the "Guest." C-Fac, in its capacity of group travel and logistics manager representative for Guests placed at the Facility as their crew logistics and travel manager

THIS AGREEMENT, which is expressly contingent on the NTP Notice to Proceed and award of the project to C-Fac by its client, sets out the terms and conditions agreed upon by the Facility Owner/Management for all reservations placed by C-Fac during the term of this Agreement.

Now, therefore in consideration of the mutual promises and covenants each to the other given and acknowledged as received, the parties hereto hereby agree as follows:

**Rates**

The Facility agrees to offer C-Fac room rates at the dollar amount agreed upon by both parties at time of execution of this Agreement.

Room Rate of \$ 99 per night for Singles.

Room Rate of \$ 99 per night for Doubles.

**\*\*Signatures on Sign in Sheets are required for payment\*\***

Rate Expiration Date: 12 / 31 / 2022

Facility Tax Rate: 14% \*Government reservations will be tax exempt.

\*C-FAC may serve as an authorized representative of the government and may be tax exempt. If your state or local tax laws prevent any taxes or fees from being exempt, C-Fac must be notified prior to executing this agreement.

Parking for passenger cars, commercial and oversized vehicles is included in the rate.

If the market fluctuates and the best available rate falls below the negotiated rate at any time during the terms of this contract, C-Fac reserves the right to renegotiate for the stays during the period that the price is lower. Or renegotiate the contract as a whole. C-Fac's client in some cases is tax exempt (ie. Hotel taxes, State county and Federal, therefore no taxes will be charged as it applies to the jurisdiction in which the lodging is provided). If a tax exemption certificate is not required for C-Fac



Client, Facility will accept other form of verification for exempt clients. C-Fac and the Facility will maintain compliance with all federal, state and local tax laws. All reservations placed by C-FAC must include a PO or Reservation number remitted by C-Fac and notated on all Facility confirmations, folios, statements and correspondence.

Does the facility have oversized truck parking on site? yes

Does the Facility have a written agreement with a nearby location to accommodate oversized trucks? If yes what is the location: overflow parking lot backside of hotel

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### **Reservations**

Reservations will be placed by C-Fac for dates and number of rooms. All correspondence for this reservation is between C-FAC and Facility. Rooms for this contract are as follows:

The facility must be able to provide accommodations for nonsmoking double rooms and nonsmoking single rooms.

No more than two (2) individuals shall be assigned to a double occupancy room. Roll away beds cannot be considered as double occupancy rooms. Only rooms occupied will be funded. Dates and room counts are subject to change and/or cancellation by C-FAC. C-FAC will submit changes in writing to the Facility.

### **Facility Requirements**

**All occupants must sign in on the sign in sheet before they are given keys.**

#### **Secured bed bug covers on all mattresses**

- Facility shall meet fire and safety codes as required by the National Fire Protection Association.
- Shall have annual fire safety inspections.
- Emergency procedures and fire extinguisher locations shall be posted on entrance doors.
- Security cameras at all entrances and exits.
- Rooms shall be constructed to provide good light illumination, reflection and sound attenuation.
- All piping and wiring shall be enclosed. Electrical outlets and light switches shall be provided. Grounded electrical outlets provided near bathroom/sink area.
- Room interior and furniture shall be clean and in good condition.
- Entrance doors to guest rooms equipped with primary lock and secondary deadbolt lock. Sliding doors and windows that open shall have locks. Room entrance doors shall have a view port or window near the door.
- Windows will be free from cracks or defects. Shall be covered with drapes with blackout lining, shades or blinds. If only drapes are provided, they shall screen out light.
- Individual room-controlled heating/air condition units in with necessary ventilation to maintain comfort of occupants. Air filters free from damage, the proper size and be replaced and cleaned in accordance with manufacture's recommendations.
- Closet or hanger space and dresser or drawer space.
- At least one luggage rack or equivalent bench space.
- Means for occupants to indicate when they are not to be disturbed such as Do Not Disturb signs.



Facility employees shall respect signs when displayed.

- Double occupancy rooms shall contain at least 2 beds. One for each guest. Pull out sofa beds are not authorized/classified as a bed.
  - Each bed shall contain a firm mattress with a bed spring, 2 pillows, bed linens and mattress cover to prevent bed bugs
  - Mirrors in room
  - Telephone with free local calls. Emergency numbers posted near phone.
  - High speed internet/wifi access
  - Iron and Ironing board
  - Alarm clock or wakeup calls
  - Color TV with remote control, cable or satellite access. (TV directory)
  - Self-service laundry facilities on site.
  - Private bathroom with tub and/or shower, toilet and sink in good condition. Tub/shower shall have non-slip surface or rubber mat, and a curtain or door. Hooks or racks for robes or clothing.
  - Self-space for toiletries. Toiletries such as soap, toilet tissue, facial tissue, bath towels, hand towels and wash cloths shall be provided.
  - Sink space and large mirror (Minimum 18" x 30"). Good lighting by sink.
  - Bathroom fixtures shall be free from cracks and leaks. Have constant water flow without sudden surges or temperature changes. Hot water for maximum number of guests.
  - Bathroom shall have ventilation by an exhaust fan, window or vent. Windows shall be frosted glass or a curtain shall be provided for privacy. Bathrooms shall be clean and free of mold and mildew.
  - Towels replaced daily or at guest request.
  - Entrance to all rooms shall be from interior of hotel
  - Exterior doors secured electronically
  - Lighting in the parking lot
  - Parking facilities shall be paved and marked. A loading/unloading zone shall be available for individual guests or vans to deliver and pick up large groups.
  - All property signage shall be legible and visible as appropriate. Facility shall have directional signs on each floor depicting room number locations. It shall have directional signs for common use areas such as the dining, lobby, laundry, etc.
  - Indoor common use areas shall be well maintained and free from damage. Available seating should be appropriate for size of property and typical number of guests.
  - Property exterior shall be clean, no peeling paint, broken windows or shutters or excessively dirty or deterioration. Grounds and gardens shall be well maintained. Exterior shall be well lit.
  - Lobby attended and check in/check out service provided on a 24 hour basis 7 days a week. Inform guests of their check in/check out times.
  - Front desk area shall be clean and staff available to handle multiple check in/out.
  - Lodging facility shall provide means of storing and securing luggage for guests when ready rooms are not available or at checkout. A receipt for stored items shall be furnished to guests.
  - Desk clerks shall be able to explain to guests miscellaneous charges (incidentals) not covered by CrewFacilities.com.
  - Guest rooms shall be cleaned and free of odors, insects, rodents and other pests. Service include: room cleaning, bed making, linen change if required, replenishment of amenities, toiletries and supplies. Pest control items shall not be left in guest rooms. (roach and rodent traps).
- House keeping Service shall be provided on a every 2nd to 3rd day basis.



- Bed linens must be washed at least once a week, upon change or occupant and upon guest request. Linens must be free from tears, rips and holes. Additional blankets shall be provided upon request. Clean bath towels shall be provided daily. Dirty linens shall be stored and transported apart from clean linens. Hand washing facilities shall be available in the linen room. Linen handling is located to prevent steam, odors, lint and noises from reaching guest rooms.
  - Fitness Center
  - Facility must have guests sign in on sign in sheet when required.
  - Facility will check the guest's identification to verify they are on the list of occupants provided by Crewfacilities.com
  - Within .5 miles radius of restaurants
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#### Changes to Initial Reservation

Any roster/room changes must be requested and approved by C-Fac via email info@CrewFacilities.com or fax 1-866-719-9092 immediately. C-Fac is not responsible for payment of any changes to the initial reservation that are made without written authorization. C-FAC may make changes to reservations, number of rooms and dates with written authorization.

#### **Confidentiality**

THE LODGING FACILITY agrees not to disclose C-FAC's GUEST(s), GUESTS' COMPANY or CLIENT Names or Contact Information to anyone that is not a Party to this Agreement. Each party may disclose to the other certain personal and business information concerning that party and its GUESTS, GUESTS' COMPANY, CLIENTS which may include, but not be limited to, functional and technical specifications, research, software, patents, trade secrets, discoveries, ideas, concepts, know-how, techniques, designs, drawings, sketches, models, samples, blueprints, diagrams, flow charts, data, computer programs, marketing plans, customer names, customer profiles and other technical, financial or business information. All information disclosed by one party to the other party during the term of this Agreement, whether or not clearly marked confidential or verbal, shall be deemed the confidential and proprietary information of the disclosing Party, irrespective of the source or true ownership of such information (hereinafter "Confidential Information"). FACILITY will not disclose rates with the GUEST or C-FAC CLIENT. FACILITY also agrees not to remit a folio to any GUEST or C-FAC CLIENT.



### **Billing & Payment**

FACILITY will submit to C-FAC all folios by uploading them into the facility portal every Monday for the prior period Monday to Sunday nights. For facility portal access, please email [billing@crewfacilities.com](mailto:billing@crewfacilities.com). We no longer accept or process folios submitted to us via email, fax or mail. FACILITY agrees to maintain accurate records. Should any errors in the folios or statements be found, FACILITY will credit C-FAC's account within twenty-four (24) hours of confirmation of correction. Funds due to the FACILITY will not be released until all folios and statements have been received and audited and approved by C-FAC. C-FAC will only pay for occupied rooms that have been authorized in writing by C-FAC. If a Government client or commercial client fails to compensate CF, CF will assign to the FACILITY, CF's rights to pursue avenues to collect the compensation directly with the client and in exchange, FACILITY agrees not to pursue CF as the agent in collection efforts or lawsuits.

### **Fees and Additional Charges**

C-FAC agrees to pay for the room rate only. C-Fac does NOT pay recovery fees. Incidentals, deposits or fees are NOT authorized. Personal expenses in guest rooms, such as movies, laundry, and room service, and parking will be paid for by the guest. C-FAC represents the Client, an end-user that in many cases is tax exempt as listed above. THE FACILITY agrees not to charge C-FAC for late check outs, same day cancellations, or "no shows."

### **Guest Servicing**

All customer service issues, unresolved repair issues, incidents, complaints, non-compliance of rules and regulations, etc. must be communicated solely to C-Fac immediately at [info@crewfacilities.com](mailto:info@crewfacilities.com) or 800-273-9256.

### **Indemnification**

Each party agrees to indemnify and hold harmless one another, its' officers, directors, agents and employees from any and all claims, actions, causes of action, suits, costs, expenses, attorney's fees, liabilities or damages or injury arising, whether in contract, tort or other claim, and without regard to whether it is alleged that C-Fac or Facility is negligent in their own right as the parties intend that this agreement comply with the "express negligence doctrine."

### **Mutual Non-Circumvent**

The Parties agree that neither Party shall, during the term of this Agreement and for a period of twelve (12) months thereafter, sell any Competitive Offer, directly or indirectly (including through any third party), to any hotel occupant or customer of the other party (disclosed as such by the other Party prior to specific lodging negotiations with said hotel occupant), without the disclosing Party's prior written consent. A violation of this non-circumvent gives the injured party the right to recover any and all actual or projected financial losses resulting from the violation. Financial losses may include, but are not limited to future lost profits.



**Non-Disclosure**

The Parties agree that they will not disclose in any manner the discussions that gave rise to this Agreement or the discussions or negotiations covered by this Agreement without the prior written consent of the other party.

**Taxes**

THE FACILITY agrees to comply with all State & Municipality occupancy and sales tax requirements for all bookings as it applies. If reservations are thirty (30) nights or longer, facility will "credit taxes" for the initial stay and cease charging for the duration of the reservation, per their area tax guidelines. If C-Fac Client is Tax Exempt no taxes will be charged.

**Termination**

Either party may terminate this agreement after the expiration of one year by providing other with thirty (30) days written notice of termination. In event of such termination, FACILITY will honor all future or pending bookings.

ANY DISPUTE THAT ARISES OUT OF THIS AGREEMENT and ancillary to this agreement shall be brought in a court of competent jurisdiction in Travis County, Texas. In connection with any action arising out of this contract, the prevailing party shall be entitled to recover all costs, including reasonable attorney's fees, costs of court, expert witness fees and case expenses, incurred in connection with such action, including appellate and post judgment proceedings.

THE TERMS and CONDITIONS are in effect as of July 1, 2021, for all current and future reservations. All past Agreements, whether verbal or in writing, shall be void and no longer valid. This agreement supersedes all prior agreements verbal or written.

THIS AGREEMENT contains the entire and final agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing.

Agreed to this tuesday day of august 23, 2022.

Facility Name, City & State: SpringHill Suites Chester - Chester VA 12301

  
SpringHill Suites Chester, VA 12301

Signature of Authorized Representative on behalf of Facility:

Akeedia Taylor

Printed Name & Title:

Springhill Suites Chester

The Facility Legal Name:

Federal Tax ID #: 52-2114923

Contact information: (Address): 12301 Redwater Creek Rd Chester, VA 23831

Email: akeedia.taylor@marriott.com Telephone: 804-777-9598

Accepted by CrewFacilities.com, LLC:

Date:

9/1/2022